

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. Contract ID Code Firm-Fixed-Price		Page 1 Of 5	
2. Amendment/Modification No. 0002		3. Effective Date 2004JUL23		4. Requisition/Purchase Req No. SEE SCHEDULE		5. Project No. (If applicable)	
6. Issued By TACOM WARREN AMSTA-AQ-ATAD FLOYD DAOUST (586)574-5202 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: DAOUSTF@TACOM.ARMY.MIL		Code W56HZV		7. Administered By (If other than Item 6)		Code	
				SCD PAS ADP PT			
8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)				<input checked="" type="checkbox"/>		9A. Amendment Of Solicitation No.	
						W56HZV-04-R-0766	
						9B. Dated (See Item 11) 2004MAY24	
				<input type="checkbox"/>		10A. Modification Of Contract/Order No.	
						10B. Dated (See Item 13)	
Code		Facility Code					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input checked="" type="checkbox"/> is extended, <input type="checkbox"/> is not extended. 2004AUG06 01:00pm Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning <u>2 signed</u> copies of the amendments: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. Accounting And Appropriation Data (If required)							
13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS It Modifies The Contract/Order No. As Described In Item 14.							
<input type="checkbox"/>		A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A.				The Changes Set Forth In Item 14 Are Made In	
<input type="checkbox"/>		B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).					
<input type="checkbox"/>		C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:					
<input type="checkbox"/>		D. Other (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the Issuing Office.							
14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)							
SEE SECOND PAGE FOR DESCRIPTION							
<p>Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.</p>							
15A. Name And Title Of Signer (Type or print)				16A. Name And Title Of Contracting Officer (Type or print)			
15B. Contractor/Offeror		15C. Date Signed		16B. United States Of America		16C. Date Signed	
(Signature of person authorized to sign)				By _____ /SIGNED/		(Signature of Contracting Officer)	
NSN 7540-01-152-8070 PREVIOUS EDITIONS UNUSABLE				30-105-02		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243	

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Name of Offeror or Contractor:

SECTION A - SUPPLEMENTAL INFORMATION
AMENDMENT 0002

- 1. This is Amendment 0002.
- 2. Surplus Differentials are acceptable for this acquisition. The clause titled INSPECTION/ACCEPTANCE CRITERIA AND MARKING REQUIREMENTS FOR OTHER THAN NEW MATERIAL is hereby added to the solicitation. See the attached pages.
- 3. The closing date is extended to 6 Aug 04 at 1:00 PM.
- 4. All other terms and conditions remain unchanged.

*** END OF NARRATIVE A 002 ***

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SECTION E - INSPECTION AND ACCEPTANCE

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1 CHANGED	52.246-4000 (TACOM)	INSPECTION/ACCEPTANCE CRITERIA AND MARKING REQUIREMENTS FOR OTHER THAN NEW MATERIAL	APR/2000

(a) This clause applies only when recovered, reconditioned, remanufactured material or residual inventory is being offered for sale to the Government.

(b) Marking requirements. In addition to the packaging and marking requirements specified elsewhere in the contract, the supplier shall tag the following information on each item:

- (1) The supplier's name, address, city and state.
- (2) The supplier's Federal Supply Code for Manufacturers (FSCM).
- (3) This contract or purchase order number.
- (4) The National Stock Number (NSN) and nomenclature.
- (5) The category the item falls into, either:

(i) "Recovered Material" means waste materials and by-products that have been recovered or diverted from solid waste including postconsumer material, but such term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(ii) "Reconditioned" means restored to the original normal operating condition by readjustments and material replacement.

(iii) "Remanufactured" means factory rebuilt to original specifications.

(iv) "Residual Inventory" means inventory from a transferred or terminated Government or Commercial contract.

(v) "New, Unused United States Government Surplus Property" means material that was produced under a United States Government contract and sold through the Defense Property Disposal Service (DPDS) as new surplus property.

(c) Other than new material shall not be offered to the Government for inspection, acceptance or tests if it requires any work beyond that specified in paragraphs d.(2)(i) through d.(2)(v) and paragraph (f) of this clause in order to conform to the TDP, unless performance of such work is approved in advance in writing by the PCO.

(d) Inspection requirements.

(1) The Contractor shall conduct the tests described in paragraph (f). of this clause on all the items selected by the Government Quality Assurance Representative (QAR), in accordance with the procedures established in paragraph (e) below.

(2) The Contractor shall perform sufficient examinations and tests on the material to ensure that the item(s) will comply with fit, form and functional characteristics. At a minimum, the contractor shall perform 100% inspection on all the items, to ensure:

- (i) Completeness of assembly.
- (ii) Freedom from rust, contamination or deterioration.
- (iii) Proper identification.
- (iv) Freedom from any obvious or suspected damage which may render the item or equipment unfit for issue, shipment or continued storage.

(v) The material meets the latest requirements of the TDPL listed in this solicitation/contract.

(3) The Contractor shall prepare a CERTIFICATE OF CONFORMING MATERIAL to certify that supplies comply with the requirements of paragraph d(2)(i) through d(2)(v) and paragraph f of this clause. At the time of inspection/acceptance, one copy of the Certificate shall be provided to the QAR and a copy shall also be attached to each copy of the DD Form 250. The certificate(s) may be for the entire or partial quantities, and shall be executed and furnished by the Contractor or by subcontractors (provided subcontractors' certificates are countersigned by a responsible official of the Contractor). Certificates of conforming material shall include the information below:

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- (i) This contract or purchase order number (i.e. DAAE07-);
- (ii) The complete nomenclature of supplies, together with lot numbers or other identification, and the quantity in each lot or shipment;
- (iii) An inspection report of the results of the inspection and any tests performed, including the name of the company conducting the inspection and the date thereof;
- (iv) The following certification, with the signature and title of the certifying official: The undersigned, individually and as the authorized representative of the Contractor, warrants and represents that:
 - (A) All of the information supplied above is true and accurate.
 - (B) The material covered by this certificate conforms to all contract requirements (including, but not limited to, the drawing and specifications).
 - (C) The analysis appearing herein is a true and accurate analysis, and
 - (D) This certificate is made with knowledge that the information within this certification may be used as a basis for contract payment.
- (v) Where supplies, which were accepted on the basis of a COC, are found not to conform to all contractual requirements, the Contractor agrees, if notice of the nonconformance is received from the Government within a reasonable time after discovery, to replace or correct supplies, at the Government's option, at no additional cost to the Government.
- (e) Inspection/acceptance procedures.
 - (1) The Contractor shall notify the Administrative Contracting Officer (ACO) at least 20 days before the conduct of the inspections and tests prescribed in paragraph (f), so that the Government representatives will be present to witness such tests.
 - (2) At the time of Government inspection, the Contractor shall cooperate with the Government Quality Assurance Representative (QAR) in the following inspection procedures:
 - (i) The entire quantity called for under this contract must be available at the place specified in the contract for inspection. The QAR will make his sample selection from the entire quantity, selecting at his discretion items for inspection.
 - (ii) The Contractor shall perform the tests described in paragraph (f). of this clause in the presence of the QAR, unless a waiver has been received in writing from the PCO.
 - (iii) The Government QAR will visually verify that the remaining material is in accordance with paragraph d(2)(i) through d(2)(v) above and review the Certificate of Conforming Material prepared per paragraph d(3) of this clause.
 - (iv) Any defective material found during inspection will be rejected by the QAR, who will notify the ACO and PCO of the rejection and the reasons thereof. Defective material will be isolated from the contract amount and the balance of the contract quantity shall be inspected for the defect.
 - (v) The QAR will also verify Contractor's records such as: year material was purchased, the agency from whom the material was purchased, and sale number. If there is any discrepancy between the Contractor records and the Contractor representation in its bid or proposal prior to award, the PCO will be notified of the discrepancy.
 - (3) If the supplies furnished under this contract are found not to conform to the contract requirements, the Government may, upon notice furnished within a reasonable time after discovery of such nonconformity, reject the supplies and require replacement thereof. The Contractor has the right to request that a reinspection or retest be performed at the Contractor's expense.
 - (4) The Contractor shall retain inspection records for each lot or shipment, listing results for each test or inspection specified by the contract, for a period of four years following issuance of final payment under the contract.
 - (5) In the event that this contract is terminated for default, the Government reserves the right to reprocur new material if acceptable used, reconditioned or surplus material is not available. The Contractor shall be liable for the excess cost of such reprourement of new material in accordance with the terms of the DEFAULT clause of this contract.
- (f) Inspection/acceptance criteria.
 - (1) NOTE: The inspection criteria specified below constitute acceptable tests for new, unused United States Government surplus sold through the Defense Property Disposal Service. If offered material is for used, reconditioned, recovered, remanufactured or

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surplus material, from terminated government contracts, additional test and inspection requirements may be directed by the PCO/QAR, as specified.

(2) The inspection/acceptance criteria, which apply under this paragraph, are attached as Special Inspection/Acceptance Criteria: WILL BE FURNISHED LATER

(g) Inspection report. The contractor shall prepare an inspection report of the results of the inspections, examinations, and tests specified in paragraphs d(2)(i) through d(2)(v) and paragraph (f) of this clause, including the date performed and the name of the contractor's inspector. One copy of the report shall be forwarded to the PCO.

[End of Clause]